

**OWNER'S STATEMENT**

Certificate of record owner and security holder

We the undersigned hereby certify, that as of the date of recordation of this Condominium Plan, to being the record owners and holders of security interests in the real property described herein. We also hereby certify to the consent of the recordation of this Condominium Plan pursuant to Chapter 1, Title 6, Part 4, Division Second, California Civil Code, by the County Recorder, Mono County, California.

As Owner: Mammoth Airport Center LLC, a Delaware Limited Liability Company  
BY: RESCO Mammoth LLC, a Delaware Limited Liability Company, its manager

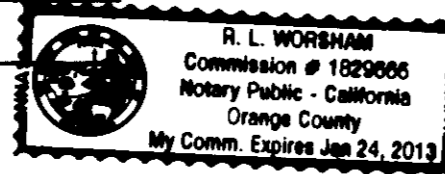
BY: Ronald E. Joderling Manager Representative  
name title  
BY: [Signature] Manager Representative  
name title

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

ON AUGUST 14, 2009 BEFORE ME,  
R.L. WORSHAM A NOTARY PUBLIC,  
PERSONALLY APPEARED RONALD E. JODERLING  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)  
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO  
ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED  
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE  
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S), ACTED, EXECUTED  
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA  
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

R.W. Shaw R.L. WORSHAM  
NOTARY PUBLIC (SIGN) AND PRINT NAME)  
COMMISSION NO. 1829666 EXPIRES 1-24-2013  
COUNTY OF MY PRINCIPAL PLACE OF BUSINESS: ORANGE

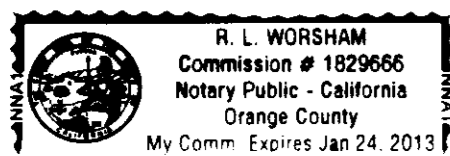


STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

ON AUGUST 12, 2009 BEFORE ME,  
R.L. WORSHAM A NOTARY PUBLIC,  
PERSONALLY APPEARED DOUGLAS P. SIMPSON  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)  
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO  
ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED  
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE  
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S), ACTED, EXECUTED  
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA  
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

R.W. Shaw R.L. WORSHAM  
NOTARY PUBLIC (SIGN) AND PRINT NAME)  
COMMISSION NO. 1829666 EXPIRES 1-24-2013  
COUNTY OF MY PRINCIPAL PLACE OF BUSINESS: ORANGE

**NOTES AND DEFINITIONS**

This is a plan for a "Condominium Project" as those terms are used and defined in Title 6, Part 4, Division Second, California Civil Code.

- "Property" shall mean and refer to that certain real property in that unincorporated area of the County of Mono, State of California, described as Parcel 1 of Parcel Map No. 36-160 as shown on a map recorded in Book 5, Pages 1-18, of Parcel Maps in the office of the County Recorder of Mono County, California
- "Project" shall mean and refer to all of the following: (i) the Condominium Units consisting of Condominium Units 1 through 23, inclusive, as shown and described herein; (ii) the Common Area as shown and described herein; (iii) the Association Property as shown and described herein; and (iv) that certain Master Association Property as defined and described in the Declaration referenced below. The Condominium Units, the Common Area, the Association Property and the Master Association Property are located on the Property described herein above.
- "Association Property" shall mean and refer to the Property and all Improvements constructed thereon (including, without limitation, the Condominium Buildings containing the Condominium Units), but does not include any of the Condominium Units or the Common Area. As more fully depicted and described herein, the boundaries of the Association Property are as follows: the upper vertical boundary is Seven Thousand Two Hundred feet (7,200.0') above sea level, the lower vertical boundary is the center of the earth, and the lateral boundaries are vertical planes at the limits of the horizontal dimensions of the Property. With respect to the Condominium Buildings, the Association Property includes, without limitation, said Condominium Buildings (excepting there from the Condominium Units and all Improvements constructed within such Units), including, the roofs, slabs, foundations, unfinished floors, exterior walls, windows, exterior doors, bearing walls, columns, beams, private utility lines and connections, fire sprinkler systems, private utility cabinets, private septic sewer laterals and lines, pipes, ducts, flues, chutes, conduits, wires and other utility installations wherever located (except all utility installations and/or outlets thereof when located within the Condominium Units). Without limiting the foregoing, the Association Property also includes, without limitation, the private driveways within the Project, common parking areas, common lighting fixtures and systems, sidewalks, retaining walls, walls, fences, mail kiosks, shade structures, common trash receptacles, common landscaping and the related irrigation systems, monument signs and directional signs located on the Property, the Water Treatment System, the Septic Sewer System and two (2) retention basins (including the two [2] drywell filters appurtenant thereto).
- "Common Area" shall mean and refer solely to a three-dimensional volume of airspace located directly above the Association Property which is bounded by and contained within the following boundaries: the upper vertical boundary extends infinitely into the heavens; the lower vertical boundary is Seven Thousand Two Hundred feet (7,200.0') above mean sea level; and the lateral boundaries are vertical planes at the limits of horizontal dimensions of the Association Property.
- "Condominium" shall mean an estate in real property, as defined in California Civil Code Section 1351(f), as same may be amended from time to time, consisting of a separate interest in a Condominium Unit, any and all easements appurtenant thereto and the respective undivided interest in the Common Area.
- "Condominium Building" shall mean and refer to a separate building containing two or more Condominium Units. The two (2) Condominium Buildings in the Project are labeled as Building A and Building B herein.
- "Condominium Plan" shall mean and refer to this plan prepared in accordance with the provisions of Sections 1351(e) of the California Civil Code.
- "Declaration" shall mean and refer to that certain "Declaration of Covenants, Conditions, and Restrictions, Reservation of Easements and Alternative Dispute Resolution Provisions for Mammoth Airport Center" recorded, or to be recorded, on the Project in the Official Records of Mono County, California, as same may be restated and/or amended from time to time.
- "Improvements" shall mean and refer to all structures and appurtenances thereto of every kind as defined in the Declaration.
- "Condominium Unit" shall mean and refer to the elements of a Condominium which are not owned in common with the Owners of other Condominiums in the Project. The term "Condominium Unit" is deemed to be a "separate interest," as defined in Section 1351 (f) of the California Civil Code, as same may be amended from time to time, consisting of the following elements, as more particularly shown and described herein: The condominium airspace, bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors of said airspace, identified herein by the letter "U" followed by its respective Condominium Unit number (i.e., "U-1"). The lower boundary of each condominium airspace is a horizontal plane, the elevation of which is indicated in the Schedule of Elevations set forth herein. The upper boundary of each condominium airspace is a horizontal or sloped plane, the elevation of which is indicated in the Schedule of Elevations set forth herein. The lateral boundaries of each Condominium Unit are vertical planes at the limits of the horizontal dimensions of such Condominium Unit as shown herein.

Each Condominium Unit includes the airspace so encompassed, together with all locks, handles and latches for the windows and exterior doors and garage doors, the interior weather stripping for the windows, and the interior and exterior weather stripping for the exterior doors for such Unit, the forced air heating unit, if any, the hot water heater, if any, all built-in appliances and fixtures, and any interior staircase.

**NOTES AND DEFINITIONS(continued)**

- Presumption of Boundaries. In interpreting this Condominium Plan, the Declaration and any instruments of conveyance, the existing physical boundaries of the Condominium Unit, or of a Condominium Unit reconstructed in substantial accordance with this Condominium Plan, shall be conclusively presumed to be its boundaries, rather than the metes and bounds (or other description) expressed in this Condominium Plan, the Declaration or any instrument of conveyance, regardless of settling or lateral movement and regardless of minor variances between the boundaries shown herein, in the Declaration and/or in any instrument of conveyance, and the actual boundaries of the Condominium Unit.
- Condominium Numbering. The twenty-three (23) individual Condominium Units are numbered as shown herein.
- Intersection of Lines and Ties. All airspace boundary lines and ties intersect either at right angles or at forty-five (45) degree angles, unless otherwise indicated. Tie distances are to the face of the exterior wall at the locations shown.
- Unit Dimensions. All dimensions of the Condominium Units are shown to the nearest one-tenth (1/10th) of a foot and are generally measured from the exterior unfinished surface of the interior walls, floors, ceilings windows and/or doors. In all cases dimensions are approximations only and are not intended to be sufficiently accurate for computation of square footage or airspace volume of a Condominium Unit.
- Lateral Boundaries. The lateral boundaries of the Condominium Units are as shown herein.
- Vertical Boundaries. The elevations of the vertical boundaries of the Condominium Units are as shown herein.
- Omission of Details. The diagrammatic plans set forth herein intentionally omit detailed information of internal partitioning walls within individual Condominium Units. Likewise, all details concerning protrusions of any vents, columns, beams, lowered ceilings, window casings and other similar features within individual Condominium Units have been intentionally omitted from this Condominium Plan.
- Applications of Definitions. Various capitalized words and phrases used herein are defined in the Declaration referenced above, and unless the context herein shall otherwise indicate, such words and phrases shall have the same meaning herein as is ascribed to them in the Declaration.
- The Basis of Bearings for this survey is the east boundary of Lot 25 of Tract No. 36-159, shown hereon as N23°53'04"E, as shown on map recorded in Book 10, Page 79 of Tract Maps in the Office of the County Recorder of Mono County.
- Bench Mark - The elevations shown herein are based locally upon the rebar monument with aluminum cap stamped "LS 5149" found at southeasterly corner of Lot 25, TMB 10/79 ELEVATION=7109.49
- The location of the units as shown herein are based upon the planned locations as designed by Valli Architectural Group pursuant to architectural plans provided in electronic format dated 5/19/2006 and are not the result of surveyed locations.

**RECORDER'S CERTIFICATE**

Document No. 2009004314 filed this 28<sup>th</sup> day of AUGUST, 2009, at 11:22 A.M., in Book 2 of Condominium Plans at Pages 80-80B at the request of Mammoth Airport Center, LLC.

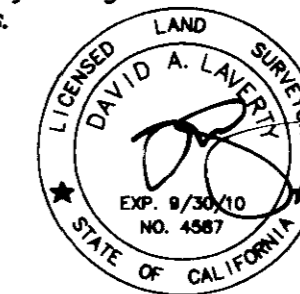
Lynda Roberts  
County Recorder

By: Shannon Kendall  
Deputy County Recorder

**SURVEYOR'S STATEMENT**

I hereby state that I am a Licensed Land Surveyor of the State of California and that this plan consisting of 3 sheets correctly shows the boundaries of the land and relation to the units shown thereon. This is a Condominium Plan and accordingly, no structural analysis or design features were considered, nor were any design features reviewed for conformance with local building codes or ordinances.

July 30 2009  
Date



[Signature]  
David A. Laverty, L.S. 4587  
Expires 9/30/10

**LEGAL DESCRIPTION**

Parcel 1 of Parcel Map No. 36-160 as recorded in Book 5, Pages 1-18 of Parcel Maps, on file in the office of the County Recorder, Mono County, California.

**CONDOMINIUM PLAN FOR  
MAMMOTH AIRPORT  
CENTER  
IN THE UNINCORPORATED TERRITORY  
OF MONO COUNTY, CALIFORNIA**

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 36-160 PER MAP RECORDED IN BOOK 5 OF PARCEL MAPS, AT PAGES 1 THROUGH 18.



blad/holmes assoc.  
SHEET 1 OF 3